

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 12/01/21 11:00 AM CST
TITLE: A21-96616 PRINTED SNAP SETS		RETURN BID TO: PURCHASING DIVISION
FILE NO: 96616-21 REQ NO:	Mailing Address: PO Box 1471 Baton Rouge, LA 70821 Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802 <i>**NOTE: U.S. Postal Regular & Expedited Mail do not deliver to our physical address; delays may occur due to City-Parish Mailroom processing</i>	
AD DATES: 11/09 & 11/16		
SHIP TO ADDRESS: Baton Rouge City Court 233 Saint Louis St. Baton Rouge, LA 70802	Contact Regarding Inquiries: Purchasing Analyst : Brit'Ney McCoy Telephone Number: 225-389-3259 x 3272 Email: bmccoy@brla.gov	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO. FAX NO.	E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE (Required)	PRINTED NAME	
QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER. 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY) award consideration.		

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms, and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms, and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes, or additions are allowed on this solicitation, and no additional information, clarifications, or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms, and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms, and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms, and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City-Parish, the contract may be extended a second or a third-year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. An extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City-Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address, and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover, and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies, and/or molds shall become the property of the City-Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides, and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA, and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet, and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City-Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City-Parish reserves the right to award items separately, grouped, or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City-Parish Government, or any business of which he or his spouse has more than twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City-Parish purchases are exempt from state and local taxes.
20. The City-Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured, or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES____NO____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana

Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however, the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death, or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state, and local laws, ordinances, and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at:
<https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at
<http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two-digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state, and local laws, ordinances, and regulations.

ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **Samples may be required.** When requested, samples must be furnished at vendor's expense, and received not later than 7 days after request. Packages should be clearly labeled with the file number. Each individual sample within the package must be clearly labeled with bidder's name, manufacturer's brand name and number, file number and item reference. Submit only one bid proposal's samples per box. Samples of successful bidder will be retained at the purchasing office or the using agency for the purpose of receiving merchandise. Any part of merchandise received that does not meet the quality standards and construction of the sample will be rejected and returned at vendor's expense. Any other samples received, if not destroyed in testing, may be returned at the bidder's expense. Request for return, shipping authorization, and sufficient return postage must be received no later than 7 days after receipt of samples, or commodities shall be disposed of by City of Baton Rouge.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and **received by 5:00 pm** on the Inquiry Deadline date **11/18/2021**. Inquiries shall not be entertained thereafter. Inquiries are to be directed as follows:

Hand Delivered or by Courier

Dexter Stewart, Senior Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street, Room 826
Baton Rouge, LA 70821

By email: dsstewart@brla.gov

By fax: (225) 389-4841

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

PHONE CONFERENCE BID OPENING

Due to the COVID-19 emergency, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen and virtually attend the opening of this bid via teleconference can do so with the information below on the date and time of the meeting:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This teleconference number will provide you with live audio access to this bid opening. The line will be live at the noted bid opening time for the date of bid opening.

All other terms & conditions remain unchanged.

Snap Set Special Conditions

1. **Public Printing Law:** The contract resulting from this solicitation shall be subject to the provisions of R.S. 38:2255.
2. **Subcontract:** The Contractor shall be held responsible for the work of any subcontractor (s) and shall see that the work is done without unnecessary delay in a good workmanlike manner, and that all unnecessary priority over other work is given.

The Contractor shall not be relieved of any obligation to the City Parish by any subletting of a contract in whole or in part to another.

1. **Quality of Workmanship and Stock:** Authorized Representative of the City Parish shall have access to the Contractor's plant at any time during working hours to inspect work in process. However, such inspection, if any, by City Parish shall not relieve the Contractor from any responsibility under this agreement for material or workmanship found defective after delivery.

The Purchasing Director or a representative may require a status report at any time of work in progress and orders on hand.

All articles furnished and work done must be of a first class quality. The use of poor type, poor presswork or the use of a different color of ink than that ordered, inferior binding, inferior quality or mis-matched paper stock, a lesser grade of paper than that ordered, or any other discrepancies will be sufficient cause for the rejection of the work and for refusal of payment thereof.

The Contractor must at all times be able to furnish within a reasonable period of time those supplies named in the specifications unless a substitute is approved by Purchasing. If any different kind is substituted, the quality shall be equal and the prices shall not exceed that named for similar articles in the specifications.

Substitutions made without the approval of the Purchasing Director or her representative will be grounds for non-payment for that particular job.

In printing, the proof shall be read by original copy and corrected in the establishment of the Contractor. All typeset material is to be free from printer's errors. A "clean" proof is to be furnished to the Agency or office ordering the printing. Proofs will be submitted upon request only. All copy and proof sheets shall be held by the contractor for sixty (60) days after the job has been completed and delivered, and the invoice rendered to the Agency or office for payment

2. **Release Orders:** All Agencies or offices within the City Parish Government shall issue Payment Voucher/Purchase Order number with a sample of item ordered for all items available through this contract The Contractor is not authorized to produce a job without first having obtained the number and sample from the City Parish Agency or office.
3. **Delivery:** Delivery is to be inside agency or office which shall include all cost of transportation and inside delivery within any office or building as specified. Completed work shall be shipped or delivered promptly without any unnecessary or avoidable delay.

By accepting a contract for printing, binding, engraving or lithographing, the contractor agrees to complete the work and deliver the goods as specified promptly, satisfactorily and without unnecessary delay. The contractor will give said work the necessary priority over other work to assure timely delivery.

Snap Set Special Conditions (cont'd)

4. **Invoices:** Invoices will be submitted by the contractor to the using agency, and invoice shall refer to the delivery ticket number, delivery date, purchase order or payment voucher number, quantity, unit price and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using Agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own Invoice form.
5. **Payment:** City Parish Agencies are directed to pay contractor upon presentation of properly executed invoice after goods have been received, inspected and accepted. The agency will be required to pay the amount of the invoice within thirty (30) days after its receipt. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities. In no case will the using agency refuse to make partial payments to the contractor, provided proper invoices have been furnished and approved, for partial amount delivered. This payment in no way relieves the contractor or his responsibility or effects shipment of the balance of the order.
6. **Cancellation of Contract for Convenience:** The Purchasing Division of City of Baton Rouge reserves the right to cancel the contract with contractor upon thirty (30) days written notice after consultation with the using Agency.
7. **Quantity Bracket Pricing:** Where prices are solicited on a from/to basis, the City of Baton Rouge accepts and will only accept progressively lower prices for each increasing quantity or quantity range specified. If quoted otherwise, the City of Baton Rouge reserves the right to reject any non-descending price and to award the bidder's best bracket price for all remaining quantities.

For example, bidder quotes \$10 for 1M - 50M, \$9.50 for 51M - 100M and \$9.95 for 101M and over. The City of Baton Rouge would reject the \$9.95 for 101M and over, and would award \$9.50 for all order quantities for 51M and over.

Further, the City of Baton Rouge reserves the right to solicit open market bids on order quantities greater than 100M or may opt to utilize the best quantity contract price.
8. **Usage:** Approximately four (4) months prior to the end of the contract period, vendor is to be prepared to submit to the Purchasing Division of the City of Baton Rouge a contract usage report including a summary by each item with quantity purchased and total value of each item. Vendor may submit a computer generated report
9. **Samples:** Bidders may be required to submit samples of work similar to this category of printing to demonstrate their ability to perform the contract at the quality standard desired. If requested, the samples must be furnished within seven (7) working days. Failure to submit samples in the required time may be cause, at the discretion of the Director of Purchasing, or her designee, to disqualify from award.

Specifications

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

This contract is for furnishing snap sets in the sizes and quantities listed and in accordance with the specifications included herein.

The price per thousand quoted for each of the line items is to include all necessary set-up and running charges for printing forms with the number of parts and in the quantities listed in each item. This base price per thousand includes standard papers, ink, copy requirements, construction, packaging, and delivery, as described below. Contractor will be required to provide additional features listed at the flat charges specified herein.

1. Definition of Size

- (1) First dimension is always the width parallel to the stub.
- (2) Second dimension is size of sheet snapped free of stub; length or depth at right angle to stub.

2. Construction: Construction shall be conventional snap-a-part style with printed pages joined in a common stub, with standard stub perforation. Printing may be parallel or right angle to the stub. A minimum of 1/4" margin free of any printing shall be maintained on sides parallel to stub length, plus an additional 1/2" opposite the stub for carbon extraction.

3. Papers: Base prices for bond and carbon forms shall include weights 10#, 12#, and 15# No. 4 bond in any color sequence. Available colors shall be white, canary, pink, goldenrod, green, and blue. Carbon paper shall be standard black machine written, one-time carbon in standard weights. On forms with more than four (4) parts, all carbons after part 4 shall be intense carbons. Double faced carbon or thin tissue carbon are not allowed on this contract.

Base prices for carbonless forms shall include standard weights of 15/16# (coated back) CB, 14# (coated front and back) CFB, and 15# (coated front) CF in any color sequence. Available colors shall be white, canary, pink, goldenrod, blue, and green. Image shall be black.

Paper shall be uniform in weight, caliper, strength, tear, finish, color, printing quality, durability, size and dimensional stability.

Other papers are not allowed under this contract, except as listed in Items 28-48

4. Ink: Base price shall include printing in one color, black. Colored ink and printing in more than one color shall be available at additional charge. However, a colored ink charge will not be allowed for printing of marginal words in red or for back printing in gray ink.

5. Copy: Base prices shall include camera-ready copy, diskette, or negatives being provided by the using agency, with all parts having the same copy, printed one side only. Base price includes printing of marginal words in red, if requested. One proof shall be provided at no extra charge, if requested. Composition (typesetting) of new forms, changes to existing forms, back printing, part-to-part changes and additional color per side shall be available at additional charges.

6. Property of the City Parish: All art, film, negatives, tapes, special plates and dies, whether provided to the contractor or produced under this contract, are the property of the City of Baton Rouge. The contractor will be responsible for labeling and storing all negatives, artwork, etc. for each job produced under this contract in one location, separate from all other work, and for maintaining a written inventory of all such materials. These negatives, artwork, etc. shall be readily available upon request at any time during the contract period and furnished within three working days of request. Upon award of contract to a new contractor, the previous contractor will be required to immediately furnish the written inventory of all negatives, artwork, etc., held under this contract. Two copies of the inventory listing shall be provided: one (1) is to be furnished to the new contractor along with all negatives, artwork, etc., listed, and one (1) mailed to the Purchasing Division. Any freight charges incurred shall be paid by the previous contractor maintaining the negatives. The new contractor will be required to furnish written confirmation that all items listed were received.

During the contract period, the contractor may be requested by a user agency to furnish negatives to the agency or to a vendor who will produce snap sets as the result of a competitive bid (e.g., a large quantity order greater than 100M). In such case, the user agency will be responsible for any associated transportation charges. The Contractor is responsible for returning the negatives to the using agency with the order. The using agency will return the negatives to the Contractor holding the bid. When negatives are shipped to another location, they are to remain stripped in flats.

The contractor shall not dispose of any negatives or material without obtaining written approval from the user agency.

It will be the contractor's responsibility to maintain proof of negative transfer or disposal. If at any time, the contractor cannot provide any negatives for which he has initially confirmed receipt and cannot provide proof of transfer or approved disposal, he shall be required to remake the negatives at his expense.

NOTE: It is recommended that the contractor obtain written disposition for the negatives, etc., from the ordering agency immediately after delivery of the form. Should the agency require continued storage, a follow-up request may be made at six (6) month intervals if the contractor so chooses. This procedure will help eliminate the storage of unwanted negatives, etc.

7. Underruns and Overruns: Underruns or overruns exceeding the following percentages will not be accepted:

Order quantity:

1,000	to	50,000 -	10%
50,001	to	100,000 -	8%
100,001	to	300,000 -	4%

DEFINITIONS AND SPECIFICATIONS FOR BID ITEMS 0028-0048

Please bid the charges for the following services. Vendors submitting bids shall provide actual charges on BID ITEMS 0028-0048.

EXTRA CHARGES

Composition- These charges are for typesetting and preparing camera ready copy, and may include assisting ordering agencies in creating or designing new forms. The charge includes one proof. If a new form has different copy on the various parts, charges for modifications as described herein will apply.

- 28. Forms with stub length less than 8-1/2"
- 29. Forms with stub length 8-1/2" or more

Modifications/Alterations:

Minor - This charge includes typesetting and preparation of camera-ready copy (or stripping changes into existing negative). This applies to modifications or alterations to an existing form, or to changes from one part to another within a new form which is being typeset. This charge includes one proof.

A minor change would consist of one of the following:

- Total of two 1-line changes or change not exceeding 1" in depth.
 - Deletion of partial copy or insertion of new copy not more than 1" in depth occurring within the form.
30. Bid Flat Rate for minor change

Intermediate - This charge includes typesetting and preparation of camera-ready copy (or stripping changes into existing negative). This charge applies to modifications to existing forms or to changes from one part to another within a new form which is being typeset. This charge includes one proof.

An intermediate change applies to modifications involving more than those defined as minor, but when the total measurement of changes does not exceed 1/2 the form.

- 31. Bid Flat Rate for Intermediate changes - (stub length less than 8-1/2")
- 32. Bid Flat Rate for Intermediate changes - (stub length 8-1/2" or more)

If modifications (to an existing form, or part-to-part within a new form that is being typeset) exceed 1/2 the page, the full composition charge would apply to that part.

NOTE: These changes from part to part within a new form are for typesetting and preparation only, and are not to be confused with the charge for Part-to-Part Plate Changes, which is to compensate the contractor for a plate change, and which would apply to any form (whether a new form which had to be typeset, or whether camera-ready copy or negatives were supplied).

Back Printing: This charge includes all operations necessary to set up and print on the back in either black or gray Ink. Back printing in other colors is not allowed on this contract. A colored ink charge will not be allowed for back printing in gray ink.

- 33. Bid Flat Rate for Back Printing

DEFINITIONS AND SPECIFICATIONS FOR BID ITEMS 0028-0048 (cont'd)

Part-to-part Plate Changes: A flat charge is allowed for copy changes from part to part in the same color within the form (or may apply to combination orders; see below).

34. Bid Flat Rate for Part to Part Plate Changes

Combination Order: Forms of the same size, number of parts and construction may be ordered in combination for a higher quantity bracket on one order. Such orders will have a base price per thousand (based on the total quantity of all combined forms) and applicable part-to-part change charges from form to form.

Additional color plate charge: Flat charge for each color, in addition to the base color, on the face only (additional color not allowed on back). No more than 3 colors allowed on face. If the copy that is printed in this additional color changes from part to part, then part-to-part plate changes would apply.

35. Bid Flat Rate for Additional Color Plate Charge

Colored ink charge: This charge is allowed when a color ink other than standard black is used. This charge is not applicable to printing backs in gray ink or of marginal words in red ink or to serial numbering. If the colored ink is a second color, this charge would be an additional color plate charge.

36. Bid Flat Rate for the use of Colored Ink

Paper Choices: The only papers choices allowed are either White Tag 100# or Carbonless Tag 105# CF105, White. A charge per pound will be allowed. The total number of pounds of these papers will be figured by multiplying length X width X the factor shown below X number of parts of that paper in the snap set X the number of thousand sets.

37. White Tag, 100-lb. (factor .2315) – Bid Flat Rate per Pound

38. White Carbonless Tag CF 105-lb. (factor .243) – Bid Flat Rate per Pound

38.1 White Bond (factor .1070) – Bid Flat Rate per Pound

Consecutive Numbers: A flat charge will be allowed to set up each numbering machine. Crash printing is to be utilized whenever possible, unless otherwise specified. There shall be no missing numbers, however if it is unavoidable, the contractor will be required to provide a list of all missing numbers to the using agency.

39. Bid Flat Rate for Printing Consecutive Numbers Per 1000

Consecutive numbering reset: If an agency requests different serial sequences in one order, a flat charge is allowed for each after the first. Ex: 24,000 forms to be numbered 1 to 8000, 10,001 to 18,000 and 20,001 to 28,000. There would be two (2) consecutive numbering re-sets. This would also apply if an agency specifies that each part be numbered (not crash printed). In the case of a 3-part form, a consecutive number charge plus two reset charges would apply.

40. Bid Flat Rate for Consecutive Numbering Reset

Guaranteed No Missing Numbers: A charge per thousand sets will be allowed. The charge allowed is based on the numbers being crash printed. If an agency will not allow crash printing and numbering must appear on all parts, a charge per part, per thousand will be allowed.

41. Bid Flat Rate to Guarantee No Missing Number per 1000

DEFINITIONS AND SPECIFICATIONS FOR BID ITEMS 0028-0048 (cont'd)

File hole punching on press: Punching of 1/4", 5/16", or 3/8" holes punched 2-3/4" or 4-1/4" center-to-center to conform to standard binders, or other punching within press limitations. A flat charge per two or three holes will be allowed.

42. Bid Flat Rate for Two or Three Holes Punched per 1000

Parallel perforations (full, parallel to stub perf): A flat charge for each full perforation position parallel to the stub perforation will be allowed. This charge will apply for the setup of each perf wheel. (If more than one of the parts are perforated in the same position, only one charge is allowed.)

43. Bid Flat Rate per perf position

Perpendicular perforation: A flat charge for each full perforation positioned perpendicular to the stub perforation will be allowed. This charge will apply for the setup of each perf wheel. (If more than one of the parts are perforated in the same position, only one charge is allowed.)

44. Bid Flat Rate per perf position

Forms bound Into books: This charge shall include gathering, binding, all stock and construction materials, stitching with wire, trimming flush for wrap-around covers or checkbook bound covers with or without cloth strip. Wrap-around cover or front cover for checkbook bound shall be tag, index, or equal stock. Back cover for checkbook binding may be tag, index or chipboard.

45. Bid Flat Rate per book

Poly Shrink Wrapping (if other than contractor's standard factory packaging): If shrink wrapping is not contractor's standard packaging, and the agency requests shrink-wrapping, or if the agency requests a certain number per shrink-wrapped package, and this is other than the contractor's standard packaging, a flat charge will be allowed per package. Poly shrink to be a minimum of 100-gauge polypropylene clear shrink film.

46. Bid Flat Rate per package

Boxing other than standard factory : When the agency requests that forms be boxed other than contractor's standard factory , a flat charge per box will be allowed.

47. Bid Flat Rate per box

48. Rush Charge - For jobs to be completed in 5 - 8 working days from receipt of order. 10% of total (based on order total-any overruns would not be included)

Multiple shipment: This charge is for each destination in excess of the initial destination.

Bid Flat Rate per additional destination

Schedule of Bid Items

Page 1 of 8

ITEM NO.	Description	Annual Est. Qty.	Unit of Measure	Price Per M Sets	Total
0001	<u>6 PART CARBONLESS FORMS:</u> 8-1/2" x 11" plus stub; 6 part carbonless Sequence white, blue, green, yellow, pink, gold. PRICE FOR 1000 M = 1 Thousand	2	M	\$ _____	\$ _____
8-1/2" x 11" plus stub; 6 part carbonless Sequence white, blue, green, yellow, pink, gold.					
0002	8-1/2" x 11" plus stub; 6 part carbonless Sequence white, blue, green, yellow, pink, gold. PRICE FOR 1000	1	M	\$ _____	\$ _____
0003	<u>CARBONLESS BOOKS BOUND & STAPLED:</u> 7" x 7-1/2" plus left binding stub, 2 part, Sequence white, yellow with perf part 1, consecutive clear thru numbers in upper right hand corner printed in red ink. 50 sets per book, chip board back, wrap around manila cover. Standard packaging per carton. List missing numbers. M= 1 Thousand 1,000 (20 books)	2.5	M	\$ _____	\$ _____
<u>CARBONLESS BOOKS BOUND & STAPLED:</u> 8-1/2" x 8-1/2" plus top binding stub, 2 part, Sequence white, yellow, perf all parts, consecutive clear thru numbers in upper right hand corner printed in red ink. 25 sets per book, chipboard back, wrap around manila cover, standard packing per carton. List missing numbers.					
0004	1,000 (20 books)	1.5	M	\$ _____	\$ _____
0005	2,500 (50 books)	1.0	M	\$ _____	\$ _____

NOTE: All prices shall include all supplies listed under Scope of Work, fuel charge and any other fee may relate to the Scope of Work.

Schedule of Bid Items

Page 2 of 8

ITEM NO.	Description	Annual Est. Qty.	Unit of Measure	Price Per M Sets	Total
<u>CARBONLESS BOOKS BOUND & STAPLED:</u> 3-1/2" x 7" plus left binding stub, 3 part, Sequence white, pink, yellow, perf all parts, 50 sets per book, chipboard back, manila tag, 150#, triad cover, standard packing per carton.					
0006	1,000 (20 books)	10	M	\$ _____	\$ _____
0007	2,500 (50 books)	10	M	\$ _____	\$ _____
0008	5,000 (100 books)	5	M	\$ _____	\$ _____
<u>CARBONLESS BOOKS BOUND & STAPLED:</u> 7-3/8" x 7" plus top binding stub, 3 part, all perf, sequence white, yellow, pink, Cover: manila, wrap around from back to front, 3 staples at top stub. Consecutive numbering, red ink part 1, crash thru, chipboard back, 25 sets per book, standard packing per carton. List missing numbers. M = 1 Thousand					
0009	1,000 (20 books)	10	M	\$ _____	\$ _____
0010	2,500 (50 books)	10	M	\$ _____	\$ _____
0011	5,000 (100 books)	5	M	\$ _____	\$ _____

Schedule of Bid Items

Page 3 of 8

ITEM NO.	Description	Annual Est. Qty.	Unit of Measure	Price Per M Sets	Total
<u>CARBONLESS BOOKS BOUND & STAPLED:</u> 8-1/2" x 11" plus top binding stub, 4 part, Sequence white, yellow, pink, gold, perf all parts, 50 sets per book, chipboard back, wrap around manila 150# tag cover, standard packing per carton.					
0012	1,000 (20 books)	10	M	\$ _____	\$ _____
0013	2,500 (50 books)	10	M	\$ _____	\$ _____
0014	5,000 (100 books)	5	M	\$ _____	\$ _____
Parking Citation - 4-1/4" x 8-1/2", 4 part carbonless set, part 1, white, part 2 yellow, part 1 & 2 are 7-1/4" length -part 3, 7-7/8" length, white 28# CF ledger, part 4, 8-1/2" length neon orange, 110# tag, parts 3 and 4 glued to form self-mailer with fold perf to form 1/2" stub with peel off tape over self-adhesive. Part 1 has tumble style backer, parts 1-4 joined with 5/8" perforated stub at top. Chipboard back and Cover: Manila flysheet top cover printed, black ink, front and back, wrap-around to wrap from back to front, stapled with 2 staples at top stub, back cover also printed in black. Adhesive seal when sealed must not obstruct "Court Appearance Date". Ink color blue and red on face, backer to have 50% density black ink on part 1 only, black ink on back of part 4, self mailer. Consecutive numbering red ink part 1, clear thru parts 2 and 3. 25 tickets per book packaged 50 ticket books per box. Books shall be arranged in number sequence down by row. Boxes must be numbered in numerical order. Numbering for entire order will be given upon placement of order. List missing numbers. Priced Per M Sets. 25 Books per set M= 1 Thousand					
0015	5,000 (200 books)	10	M	\$ _____	\$ _____

Schedule of Bid Items

Page 4 of 8

ITEM NO.	Description	Annual Est. Qty.	Unit of Measure	Price Per M Sets	Total
0016	12,500 (500 books)	10	M	\$ _____	\$ _____
0017	25,000 (1,000 books)	5	M	\$ _____	\$ _____
0018	50,000 (2,000 books)	5	M	\$ _____	\$ _____
Traffic Citation - 4-1/4" x 8-1/2", 5 parts, part 1- white CB, part 2- pink CFB, part 3- blue CFB, part 4 - white 105# CF tag, part 5 part white, 15# bond. Parts 1 – 5 reflex blue and red ink, parts 4 & 5 backer – blue and red ink, parts 1 & 3 backer 50% density black ink, tumble style. Part 4 shall be desensitized from bottom edge, approximately 1-1/4", to the horizontal perforation above receipt for drivers' license and temporary operator's permit. Parts 1 – 5 joined with two each 5/8" perforated stubs at top and bottom. Overall length of form including stub is 9-3/4" with chipboard backer. Consecutive numbering two positions, one perpendicular to base copy at opposite end. Part 1 red ink crash numbered thru to parts 2 & 3, black ink number part 4 in desensitized area, no numbering on part 5. Cover: Manila wrap-around stapled, with 2 staples at top stub to wrap from back to front. Printed flyleaf cover. 25 tickets per book packaged 50 ticket books per box. Books shall be arranged in number sequence down by row. Boxes must be numbered in numerical order. Numbering for entire order will be given upon placement of order. List missing numbers. Priced Per M Sets. 25 Books per set M= 1 Thousand					
0019	25,000 (1,000 books)	400	M	\$ _____	\$ _____
0020	50,500 (2,000 books)	50	M	\$ _____	\$ _____

Schedule of Bid Items

Page 5 of 8

ITEM NO.	Description	Annual Est. Qty.	Unit of Measure	Price Per M Sets	Total
0021	100,000 (4,000 books)	50	M	\$_____	\$_____
0022	200,000 (8,000 books)	50	M	\$_____	\$_____
Summons form sets - 4-1/4" x 8-1/2", 4 part book, part 1- white, part 2 - yellow, part 3 – green, part 4 – buff, 105# CF tag, printed front and back with chipboard back. Parts 1, 3 and 4 - 8-1/2" length, part 2 - 8-5/8" length. Cover: Manila 150# tag triad, stapled – 2 staples at top stub. Consecutive red ink numbering all parts with red marginal words. 25 tickets per book packaged 50 ticket books per box. Books shall be arranged in number sequence down by row. Boxes must be numbered in numerical order. Numbering for entire order will be given upon placement of order. List missing numbers. Priced Per M Sets. 25 Books per set M= 1 Thousand					
0023	5,000 (200 books)	25	M	\$_____	\$_____
0024	12,500 (500 books)	10	M	\$_____	\$_____
0025	25,000 (1,000 books)	10	M	\$_____	\$_____
0026	50,000 (2,000 books)	10	M	\$_____	\$_____

Schedule of Bid Items

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ITEM NO.	Description	Annual Est. Qty.	Unit of Measure	Price Per M Sets	Total
0027	100,000 (4,000 books)	10	M	\$ _____	\$ _____
EXTRA CHARGES FOR SNAP SETS, BID ITEMS 28-49 Prices are not to exceed the figures on pages 13-15, definitions are also included on these pages.					
0028	Composition price applies to form w/stub less than 8-1/2"	2	JOB	\$ _____	\$ _____
0029	Composition price applies to form w/stub greater than 8 1/2"	2	JOB	\$ _____	\$ _____
0030	Modifications-minor change	1	JOB	\$ _____	\$ _____
0031	Modifications-intermediate change on form with stub less than 8-1/2"	1	JOB	\$ _____	\$ _____
0032	Modifications intermediate change, stub 8-1/2" or greater	1	JOB	\$ _____	\$ _____
0033	Back printing	3	JOB	\$ _____	\$ _____
0034	Part-to-part plate change	10	EACH	\$ _____	\$ _____
0035	Additional color plate charge	10	EACH	\$ _____	\$ _____

Schedule of Bid Items

Page 7 of 8

ITEM NO.	Description	Annual Est. Qty.	Unit of Measure	Price Per M Sets	Total
0036	Colored ink charge. This flat charge applies when a color ink other than standard black is used.	1	JOB	\$ _____	\$ _____
0037	100# white tag. (To figure total pounds, multiply length x width x .2315 x number of parts in the form that are this type of paper x number of thousand sets.)	1	LB	\$ _____	\$ _____
0038	105# CF Carbonless tag (To figure total pounds, multiply length x width x .234 x number of parts in the form that are this type of paper x number of thousand sets.)	200	LB	\$ _____	\$ _____
0039	Consecutive numbers charge, (per number position, per M)	40	JOB	\$ _____	\$ _____
0040	Consecutive numbering charge, (per reset, per M)	1	EACH	\$ _____	\$ _____
0041	No missing numbers charge, (per thousand sets, based on crash printed numbers) M= Minimum Order	1	M	\$ _____	\$ _____
0042	File hole punching on press, (charge for every 2 and 3 holes, per M)	1	EACH	\$ _____	\$ _____
0043	Parallel perforations, (charge per perf position, per M)	16	EACH	\$ _____	\$ _____
0044	Perpendicular perforation, (per position, per M)	1	EACH	\$ _____	\$ _____

Schedule of Bid Items

Page 8 of 8

ITEM NO.	Description	Annual Est. Qty.	Unit of Measure	Price Per M Sets	Total
0045	Forms bound into books	1600	BK	\$ _____	\$ _____
0046	Poly shrink wrapping, (Other than standard factory option)	1	PK	\$ _____	\$ _____
0047	Boxing, other than factory option	32	BX	\$ _____	\$ _____
0048	RUSH CHARGE , jobs to be completed within 5 to 8 working days and shall not exceed 10% of the total job cost.	****	%	_____ % to be charged	_____ %
0049	Red Marginal Words.	1	EACH	\$ _____	\$ _____

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20____.

SECRETARY

AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the _____ day of _____, 20____, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title _____

Contract Period: _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

By _____
Sharon Weston Broome, Mayor-President
Or
Kris R. Goranson, Purchasing Director

WITNESS:

Contractor

By _____

(Typed Name and Title)